

Introduction

The District of Columbia, Child and Family Services Agency (“CFSA” or the “Agency”) is seeking contractors to establish an Abscondence Unit to assist the Abscondence Unit of CFSA in locating, within the District, missing and Absconding wards of the CFSA system and provide other services as set forth in Section C of this Request for Proposal (RFP). The services are designed to locate the missing child, develop a rapport sufficient to bring the child back into placement and coordinate with the assigned social worker such that appropriate services and support are put in place as soon as possible after the child is returned.

The Agency contemplates awarding a contract for the services set forth herein. Offerors are required to propose on the entire requirement as set forth herein. Services shall be provided for a base contract period of one year and include four (4) option years to be considered for contract award. The exercise of options are subject to the availability of funds and the District’s discretion at the time of the exercise of each option.

PART I – SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICE/COST

SECTION B - SUPPLIES OR SERVICES AND PRICE/COST

The Department of Child and Family Services Agency (CFSA) District of Columbia Government is seeking a contractor to establish and operate an Abscondence Unit to locate, within the District of Columbia, missing or absconding children of the D.C. Child Welfare System.

The Contractor shall provide outreach services for identification, location and return of missing and absconded CFSA wards under the age of twenty-one (21) years.

B-1. FIXED PRICE CONTRACT

This is a Fixed-Price Contract with payments based on documentation of delivery of services and the submission of monthly invoices, certified by Program Manager/Monitor to the Accounting Office.

Abscondence Services

CONTINUATION SHEET		Solicitation # CFSA-04-R-0004			
NAME OF OFFEROR OR CONTRACTOR					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SCHEDULE B-3 PRICING The Contractor shall provide all resources to perform abscondence services in accordance with Statements of Work to be contained in awarded contract.				
001	Abscondence Services on a monthly basis from (Base Period to 9-30-04)	7	Mos.	\$	
002	Abscondence services on a monthly basis (Option Period I) 10-1-04 to 9-30-05	12	Mos.	\$	
003	Abscondence services on a monthly basis (Option Period II) 10-1-05 to 9-30-06	12	Mos.	\$	
004	Abscondence services on a monthly basis (option Period III) 10-1-06 to 9-30-07	12	Mos.	\$	
005	Abscondence services on a monthly basis (Option Period IV) 10-1-07 to 9-30-08	12	Mos.	\$	

PART I – SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

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C.1 DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1.1 ABSCONDENCE SERVICES

The Offeror shall establish an Abscondence Unit to assist the Abscondence Unit of CFSA in locating, within the District, missing and absconding wards of the CFSA system and provide other services as set forth herein. The services are designed to locate the missing child, develop a rapport sufficient to bring the child back into placement and coordinate with the assigned social worker such that appropriate services and support are put in place as soon as possible after the child is returned.

C.2 SCOPE OF SERVICES

C.2.1 The Offeror shall establish and operate an Abscondence Unit to locate, within the District of Columbia, missing or absconding children of the D.C. Child Welfare System. Offeror shall provide services to include but not limited to the following:

C.2.1.1 Offeror shall locate and return, within D.C. missing and absconding youth under the age of 21 years of the child welfare system to CFSA.

C.2.1.2 Offeror shall employ staff to support CFSA in providing outreach services in the performance of duties required herein.

C.2.1.3 Offeror shall communicate with the local Advisory Neighborhood Commissioner for purposes of informing the community of the type of services to be provided and the locations.

C.2.1.4 Offeror shall establish relationship and support systems between outreach staff and wards.

C.2.1.5 Offeror shall establish relationship and support systems between outreach staff and wards, to include but not limited to phone calls, field visits, MPD Liaison, Community Liaison, and CFSA Liaison.

C.2.1.6 Offeror shall provide emergency short-term mentoring services which is age specific, developmentally appropriate and culturally sensitive to aid in achieving contract objectives.

C.2.1.7 Offeror shall coordinate all services with CFSA.

Abscondence Services

- C.2.1.8** Offeror shall provide orientation sessions with respect to administration procedures, program goal, policies and products for all staff.
- C.2.1.9** Offeror shall provide monthly detail reports outlining specifics related to contract objectives.
- C.2.1.10** Offeror shall provide and establish prevention strategies to aid in meeting objectives.
- C.2.1.11** Offeror shall establish a broad-base community support, family strengthening and intervention strategies to insure publish health community and family safety commitment.
- C.2.1.12** Offeror shall ensure that security procedures are in place for all contract and CFSA staff.
- C.2.2** The Offeror shall comply with all Federal state, and local laws governing the health, safety and care of children in effect during the period of contract and shall ensure that all employees, subcontractor and/or agents comply with respective laws and regulations and standards when providing services under this contract.
- C.2.3** The Offeror shall provide Outreach Worker(s) who shall attempt to locate a missing youth by contacting all known family members and friends, visiting the neighborhood where the youth is known to gravitate, school he or she attends and any other lawful means necessary and appropriate to find missing persons.
- C.2.4** The Offeror shall employ Outreach Workers under this contract. The offeror shall provide services with flexible shifts, which may include some weekends and/or evenings. Weekly schedules will be coordinated through Coordinator CFSA Abscondence Unit.
- C.2.5** The Offeror shall coordinate all services with the Coordinator of the CFSA Abscondence Unit. Offeror and CFSA Coordinator shall devise a system for social workers, group home staff and/or foster parents which shall notify Contractor Abscondence Unit that a CFSA ward is missing or in Abscondence (hereinafter “missing”).
- C.2.6** The Offeror’s Abscondence Unit shall work in close conjunction with the Metropolitan Police Department’s Abscondence unit.
- C.2.7** The Offeror’s Outreach Worker(s) shall maintain contact with the youth’s social worker, to include: (a) notifying the social worker of the youth’s abscondence if the report is made by someone else; (b) obtaining as much relevant information from the social worker as possible concerning the youth and/or places where he or she might be staying; (c) keeping the social worker informed on a regular basis of efforts made and success in locating the youth; and (d) assisting the social worker as needed in developing a service plan to be implemented as the youth is returned to placement.
- C.2.8** The Offeror’s Outreach Worker(s) shall work with social workers to put services in place as a method to gain the trust and cooperation of the youth.

Abscondence Services

- C.2.9** The Offeror's Outreach Team shall meet monthly with the CFSA Coordinator to review the status of every child known to be missing or in Abscondence.
- C.2.10** The Offeror's Outreach Workers shall report immediately to CFSA concerning the status of those youths which the Contractor hopes to bring back into placement immediately and for whom a new placement shall be required.
- C.2.11** The Offeror shall provide a means of immediate communication for its Outreach Workers, for the purpose of immediate contact as the CFSA Abscondence Unit Coordinator deems appropriate.
- C.2.12** The Offeror shall make its staff available for all necessary CFSA training sessions coordinated by the CFSA Abscondence unit on procedures on executing custody orders. The specific timeframes for training will be provided by the Contract Administrator.

C-3 STAFF REQUIREMENTS

- C.3.1** The Offeror shall employ as Outreach Workers individuals with extensive experience doing street level outreach with at-risk teenagers.
- C.3.2** The Offeror shall maintain documentation that each staff person possesses adequate training, qualifications, and competence to perform the duties to which he/she is assigned, holding current licenses or certification for staff as appropriate.
- C.3.3** The Offeror shall ensure that all employees have been cleared through the Child Protective Register and the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract.
- C.3.4** The Offeror shall ensure that all direct and indirect staff, including but not limited to consultants, do not have any prior criminal record of convictions for child abuse or molestation, or any other violent crimes.
- C.3.5** The Offeror shall submit to the Contract Administrator, within thirty days of contract execution and when new staff are hired, current health certificates for all staff to establish the absence of communicable diseases.
- C.3.6** The Offeror shall maintain written job descriptions covering all positions funded under this contract. Such documentation must be included in the contractor's files and be available for inspection by CFSA officials upon request. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description duties and responsibilities, hours of work, salary range and performance evaluation criteria.
- C.3.7** The Offeror, when hiring new employees, shall maintain an individual personnel file for each staff person employed which shall contain the application for employment, resume and/or employment history, professional and/or personal references, records of any required medical examinations, time records, documentation of all training received, notation of any allegations of professional or other misconduct and Contractor's subsequent actions to the allegations and date and reason(s) if terminated from employment.
- C.3.8** The Offeror shall provide orientation sessions for all staff with respect to administrative procedures, program goals, policies and practices to be adhered to under this contract.

Abscondence Services

- C.3.9** The Offeror shall maintain a current organizational chart for all functions funded under this contract which displays organizational relationships and demonstrates who has the responsibility for administrative oversight over each activity.
- C.3.10** The Offeror shall obtain approval in writing by the Contract Administrator of any changes in staffing patterns or job descriptions for positions funded under this contract, two weeks in advance of such changes.

C-4 FACILITY REQUIREMENTS

- C.4.1** The Offeror's facilities shall conform to all District of Columbia and Federal Housing and Building Code Regulations and shall provide appropriate business licenses and certificates of occupancy upon contract award.
- C.4.2** The Offeror shall maintain all required permits and licenses for the facilities. Offeror's failure to do so shall constitute a failure to perform and shall be a basis for termination for default.
- C.4.3** The Offeror shall ensure that an emergency site facility has been identified should the primary facility experience a catastrophe. Said facility shall be identified upon contract award.
- C.4.4** The Offeror shall communicate with the local Advisory Neighborhood Commissioner for purposes of informing the community of the type of services to be provided and the location. All concerns of the community shall be submitted to the Contract Administrator within 72 hours.
- C.4.5** The Offeror shall provide up to 24-hours of care for children who are waiting placement. These children shall be monitored and supervised until placement is finalized.
- C.4.6** The facility shall be available on 24-hour basis to receive and monitor absconded or missing youth with outstanding custody orders.

C-5 PERFORMANCE STANDARDS/QUALITY ASSURANCE

The Offeror shall continually remain in compliance with existing Federal and District of Columbia laws governing service for abused and neglected children during the term of this contract.

C-6 PERFORMANCE MONITORING

- C.6.1** The Contract Monitors for this contract shall be the Coordinator CFSA Abscondence Unit and the Director Family Child Care Administration, Child and Family Services Agency located at 900 Second Street, N. E., Washington, D. C. 20002. CFSA shall notify the Contractor in writing of any change in Contract Monitors.
- C.6.2** The Contract Monitor shall monitor the performance of the offeror's services as set forth in the Scope of Services in this solicitation.
- C.6.3** The Offeror shall provide CFSA and other authorized representatives such reasonable access to its facilities, clients and staff as may be necessary for monitoring and inspection purpose. Visits may be conducted at anytime. Visits to the facility may be announced or unannounced.

C-7 REPORTS

C.7.1 The awarded Contractor will submit a monthly report to the CFSA Contract Administrator, and Contract Monitors by the fifth day of the month. The report will contain the following information in a format approved by the Contract Administrator:

C.7.1.1 Name of each ward reported as or known to be missing at any point in the previous;

C.7.1.2 Date ward was reported missing;

C.7.2.3 Summary of efforts made to locate ward;

C.7.2.4 Any information on the ward's known whereabouts;

C.7.2.5 Contractor's plan for the best estimate of the probability of bringing the ward into placement and an estimate of when the ward is likely to be brought into placement;

C.7.2.6 Date ward was brought into placement; and

C.7.2.7 Location where the ward was placed and summary of all services to be provided to that ward to preserve placement.

C.7.2 The Contractor shall submit to the Contract Administrator, on a quarterly basis, an inventory of all property purchased with contract funds valued over one hundred dollars (\$100.00). All such property shall revert to the Agency no later than sixty (60) days of contract termination.

C.7.2.1 The awarded Contractor shall submit a written final report to the Contract Officer no later than sixty (60) days after the end of the contract period with copies to the Contract Administrator.

C.7.2.2 The Contractor shall submit to the Contract Administrator an accounting of all funds received and disbursed under this contract, no later than ninety (90) days after the end of the contract period. Such accounting reports shall comply with generally accepted accounting principles.

C.7.2.3 The Contractor shall report unusual incidents by telefacsimile or telephone to Coordinator CFSA Abscondence Unit within twenty-four (24) hours and in writing within three (3) days of said incident. An unusual incident is an event affecting staff or clients significantly different from the regular course of events or established procedures. Examples include, but are not limited to: death; injury; unexplained absence of a client from a residence or program; allegations of physical, sexual or verbal abuse of a client by staff, other clients or others; staff negligence; fire; theft; destruction of property; complaints from clients, their families, their families, their attorneys, or others regarding client services or treatments; and client behavior requiring attention of staff outside the scope of that envisioned in this contract.

C.8 ACCOUNTING AND AUDITS

C.8.1 The Contractor shall maintain an accounting system which conforms with generally accepted accounting principles which permits an audit of all income and expenditures received or disbursed by the Contractor in the provision of services under this contract.

- C.8.2** The contractor shall make provisions, upon request by the Contract Administrator or their designee(s), for inspection of contract and financial records, including but not limited to, audited financial statements and tax returns for a maximum of three years after the termination of this contract.

******END OF SECTION C******

PART I - SCHEDULE

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SECTION D: PACKAGING AND MARKING

- D-1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated April 2003, Attachment J.1.

******END OF SECTION D******

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SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number seven (7), Inspection of Services, of the Government of the District of Columbia's Standard contract Provisions for use with Supplies and Services Contracts dated April 2003, Attachment J.1.

******END OF SECTION E*******

PART I – THE SCHEDULE

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F-1 CONTRACT TYPE

The District intends to award a fixed price contract with fixed monthly payments based on documentation of delivery of services via submission of monthly reports detailing services as outlined in Section C-7 on this RFP in accordance with Offeror's submitted and approved contract budget.

The Contractor shall use its best efforts to perform the services as specified in this RFP.

F-2 TERM OF CONTRACT

The term of this contract shall be for the period of one year with four (4) contract renewal options. The exercise of this option is subject to the availability of funds and at the District's sole discretion at the time of the exercise of this option. The price for each option period shall be as specified in Section B-3 for each renewal option.

F.3 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.3.1 The District may extend the term of this contract for a period of one (1) year, or any fraction thereof, or multiple successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the contracting officer prior to expiration of the contract.

F.3.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.3.3 The price for the option period shall be as specified in the contract.

*******END OF SECTION F*******

PART I: THE SCHEDULE

SECTION G: CONTRACT ADMINISTRATION DATA

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G-1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 In accordance with the Quick Payment Act, D.C. Official Code 2-221.01 et seq. The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this contract. Invoices shall be prepared in triplicate and submitted to the Agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in G.7 below. The name and address of the CFO is:

Name: Chief Financial Officer
Child & Family Services Agency
Address: 400 Sixth Street, S. W., 2nd Floor
Washington, D. C. 20024
Telephone: (202) 724-7676

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, Federal tax Identification number, DUNS number and invoice date (Contractors are encouraged to date invoices as close to the date of mailing of transmittal as possible).

G.2.2.2 Contract number, and encumbrance number (block number twenty-one (21) of the Solicitation Cover Sheet).

G.2.2.3 Description, price, quantity and the date(s) that the supplies/services were actually delivered and/or performed.

G.2.2.4 Other supporting receipts, documentation or information, as required by the Contracting Officer.

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be delivered.

G.2.2.6 Name, title, telephone number of person preparing the invoice.

G.2.2.7 Name, title, telephone number and mailing address of person to be notified in the event of a defective invoice.

G.2.2.8 Authorized signature.

G.3 METHOD OF PAYMENT

The District will pay the amount due the Contractor under this contract in accordance with the terms of the contract and upon presentation of a complete and properly executed invoice.

G.4 ASSIGNMENTS

G.4.1. In accordance with 27 DCMR 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.4.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Contractor, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.5 CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District of Columbia only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Chief Contracting Officer
Child and Family Services Agency
955 L 'Enfant Plaza North - Suite 5200
Washington, D. C. 20024
(202) 724-5300

G-6 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.6.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.6.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.7.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The contract information for the COTR will be identified by CFSA upon the commencement of the contract.
- G.7.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the contract.
- G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

******END OF SECTION G******

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PART I – SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination No. 1994-2103 (Revision No. 28, dated October 4, 2002)** issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.2 AUDITS, RECORDS, AND RECORD RETENTION

- H.2.1** At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.
- H.2.2** The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.2.3** The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.2.4** The Contractor shall assure that these records shall be available at all reasonable times to inspection, review, or audit by Federal, and District agencies, or other personnel duly authorized by the Contracting Officer.
- H.2.5** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.2.6** The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3 PUBLICITY

The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractor, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

H.4 CONFLICT OF INTEREST

H.4.1 No official or employee of the District of Columbia or the federal government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code § 2-310.01 and Chapter 18 of the DC Personnel Regulations).

H.4.2 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.5 RESERVED

H.6 CONTRACTOR RESPONSIBILITIES

H.6.1 No Refusal to Place and Planned Discharge

The Contractor shall accept any child that has been assigned by CFSA immediately for care. In addition, the Contractor shall not discharge any child assigned by CFSA from its care without the written permission of the Contracting Officer.

H.6.2 Acceptance – 24 Hour Availability

The Contractor shall have staff available 24 hours per day, 7 days per week, for every calendar day of the contract period to accept children that may be assigned by CFSA on an emergency basis.

H.6.3 Transportation

The Contractor shall provide transportation for all children assigned by CFSA for routine and necessary activities.

H.6.4 Sign Language Interpreter Service

The Contractor shall provide sign language interpreter services for children requiring the communication of sign language assigned by CFSA.

H.6.5 Foreign Language Interpreter Services

The Contractor shall provide foreign language interpreter services for children, as required.

H.6.6 Geographical Proximity Factors

The Contractor shall have facilities or placement capabilities for children assigned by CFSA in the District of Columbia or within 25 miles of the District of Columbia.

H.6.7 Emergency Response / Emergency Plan

The Contractor at a minimum shall have the following to address emergency requirements:

- 1) Facilities – address the requirement for back-up power generators; address a back-up location in case clients need to be re-directed for temporary housing and/or care; address training provisions in case of natural or man-made disasters.
- 2) Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA, administrators, parents and children.
- 3) Plan – ask for a plan on conducting all of this, including the written plan, training, and CFSA’s role.

H.7 RESERVED

H.8 AMERICANS WITH DISABILITIES ACT AND REHABILITATION ACT OF 1973

The Contractor and any of its subcontractors shall comply with all provisions of Section 504 of the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act, as amended.

H.9 RESERVED

H.10 QUALITY CONTROL

The Contractor is responsible for controlling the quality of services that conform to the contract specifications. The Contractor shall establish procedures and processes that include, but are not limited to inspections to ensure that all contract requirements are met.

H.11 PERFORMANCE EVALUATION MEETINGS

During the performance of this contract, the Contractor’s Project Manager will meet weekly with the Contracting Officer’s Technical Representative (COTR) at a time and place specified by the COTR. Meetings will be held as often as necessary after the 1st month as determined by the COTR. A mutual effort will be made to resolve all problems identified.

H.12 RESERVED

H.13 HIPAA PRIVACY COMPLIANCE

H.13.1 Definitions

H.13.1.1 "Contractor" shall mean the Offeror/Contractor.

H.13.1.2 "CFSA" shall mean the District of Columbia, Child and Family Services Agency

H.13.1.3 "Designated Record Set" means:

H.13.1.3.1 A group of records maintained by or for CFSA that is:

H.13.1.3.1.1 The medical records and billing records about individuals maintained by or for a covered health care provider;

H.13.1.3.1.2 The enrollment, payment, claims adjudication, and case or medical management Record systems maintained by or for a health plan;

H.13.1.3.1.3 Used, in whole or in part, by or for CFSA to make decisions about individuals.

H.13.1.3.2 For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for CFSA.

H.13.1.4 Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

H.13.1.5 Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

H.13.1.6 Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Contractor from or on behalf of CFSA.

H.13.1.7 Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

H.13.1.8 Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

H.13.2 Obligations and Activities of Contractor

H.13.2.1 Contractor agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

H.13.2.2 Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

H.13.2.3 Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Clause.

- H.13.2.4** Contractor agrees to report to CFSA any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- H.13.2.5** Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of CFSA, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- H.13.2.6** Contractor agrees to provide access, at the request of CFSA, and in the time and manner prescribed by the Contracting Officer, to Protected Health Information in a Designated Record Set, to CFSA or, as directed by CFSA, to an Individual in order to meet the requirements under 45 CFR 164.524.
- H.13.2.7** Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that CFSA directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.
- H.13.2.8** Contractor agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, CFSA, available to the CFSA, or to the Secretary, in a time and manner prescribed by the Contracting Officer or designated by the Secretary, for purposes of the Secretary determining CFSA's compliance with the Privacy Rule.
- H.13.2.9** Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.13.2.10** Contractor agrees to provide to CFSA or an Individual, in time and manner prescribed by the Contracting Officer, information collected in accordance with Section (i) above, to permit CFSA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- H.13.3 Permitted Uses and Disclosures by Contractor**
- H.13.3.1** Refer to underlying services agreement:
Except as otherwise limited in this Clause, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, CFSA as specified in this contract, provided that such use or disclosure would not violate the Privacy Rule if done by CFSA or the minimum necessary policies and procedures of CFSA.
- H.13.3.2** Except as otherwise limited in this Clause, Contractor may use Protected Health Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor.
- H.13.3.3** Except as otherwise limited in this Clause, Contractor may disclose Protected Health Information for the proper management and administration of the Contractor, provided

that disclosures are Required By Law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

H.13.3.4 Except as otherwise limited in this Clause, Contractor may use Protected Health Information to provide Data Aggregation services to CFSA as permitted by 42 CFR 164.504(e)(2)(i)(B).

H.13.3.5 Contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.13.4 Obligations of CFSA

H.13.4.1 CFSA shall notify Contractor of any limitation(s) in its notice of privacy practices of CFSA in accordance with 45 CFR 164.520, to the extent that such limitation may affect Contractor's use or disclosure of Protected Health Information.

H.13.4.2 CFSA shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Contractor's use or disclosure of Protected Health Information.

H.13.4.3 CFSA shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that CFSA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

H.13.5 Permissible Requests by CFSA

CFSA shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by CFSA.

H.13.6 Term and Termination

H.13.6.1 Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by CFSA to Contractor, or created or received by Contractor on behalf of CFSA, is destroyed or returned to CFSA, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

H.13.6.2 Termination for Cause. Upon CFSA's knowledge of a material breach of this Clause by Contractor, CFSA shall either:

H.13.6.2.1 Provide an opportunity for Contractor to cure the breach or end the violation and terminate the contract if Contractor does not cure the breach or end the violation within the time specified by CFSA;

H.13.6.2.2 Immediately terminate the contract if Contractor has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

H.13.6.2.3 If neither termination nor cure are feasible, CFSA shall report the violation to the Secretary.

H.13.6.3 Effect of Termination.

- H.13.6.3.1** Except as provided in Section H.13.6.3.2, upon termination of the contract, for any reason, Contractor shall return or destroy all Protected Health Information received from CFSA, or created or received by Contractor on behalf of CFSA. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- H.13.6.3.2** In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to CFSA notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.
- H.13.7** **Miscellaneous**
- H.13.7.1** Regulatory References. A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- H.13.7.2** Amendment. The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- H.13.7.3** Survival. The respective rights and obligations of Contractor under Section H-7.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- H.13.7.4** Interpretation. Any ambiguity in this Clause shall be resolved to permit CFSA to comply with the Privacy Rule.

******END OF SECTION H******

PART II – CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES
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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated April 2003, (Attachment J.1), the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RESTRICTION ON DISCLOSURE AND USE OF DATA

Offerors who include in their proposal data that they do not want disclosed to the public or used by the District Government except for use in the procurement process shall:

1.5.1 Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District Government and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If however, a contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District Government shall have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this data if it is obtained from another source. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)."

15.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

I.6 RIGHTS IN DATA

- I.6.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.6.2** (a) The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts.
- (b) Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.
- I.6.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.6.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.6.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data operation

of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.6.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.6.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.6.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.6.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.6.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.6.7 The restricted rights set forth in section I.6.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. _____

With _____ (Contractor's Name) and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions

- (iii) applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.6.8 In addition to the rights granted in Section I.6.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.6.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.6.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I.6 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.6.10 For all computer software furnished to the District with the rights specified in Section I.6.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.6.5. For all computer software furnished to the District with the restricted rights specified in Section I.6.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.6.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.6.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.6.13 Paragraphs I.6.6, I.6.7, I.6.8, I.6.11 and I.6.13 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.7 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.

I.8 FIRST SOURCE EMPLOYMENT AGREEMENT

The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement, Attachment J.3, executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

I.9 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.10 CONTINUITY OF SERVICES

I.10.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District Government or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.10.1.1 Furnish phase-out, phase-in (transition) training; and

I.10.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11 INSURANCE

The Contractor shall obtain, at the minimum, insurance coverage as set forth below prior to award of the contract and keep such insurance in force throughout the contract period.

I.11.1 The Contractor shall carry employer's liability coverage of at least one million dollars (\$1,000,000.00).

I.11.2 The Contractor shall carry bodily injury, liability insurance coverage written on the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.

I.11.3 The Contractor shall carry automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles shall provide coverage of at least two hundred thousand dollars (\$200,000.00) per person and five hundred thousand dollars (\$500,000.00) per occurrence for bodily injury and twenty thousand dollars (\$20,000.00) per occurrence for property damage.

I.11.4 The Contractor shall carry worker's compensation insurance covering all of its employees employed upon its premises and in connection with its other operations pertaining to this contract, and shall comply at all times with the provisions of the worker's compensation laws of the District of Columbia or other state in which the contract work is performed outside of the District of Columbia.

I.11.5 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability and worker's compensation insurance, shall set forth the District of Columbia CFSA as additional insured. All insurance shall be written with responsible companies licensed as regulated insurers by the District of Columbia government and are in good standing under such license, with a rating by the A.M. Best Company of A- or greater and with a financial class size of VIII or higher, or equivalent ratings from a recognized insurance rating service which the licensing agency has approved in writing.

I.12 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J4. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

I.13 PRE-AWARD APPROVAL

The award and enforceability of this contract is contingent upon Council Approval. In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code 2-301.05(a).

******END OF SECTION I******

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

ATTACHMENTS AND DOCUMENTS INCORPORATED BY REFERENCE

The following documents are attached, and incorporated by reference into the RFP and will become incorporated into any resulting contract:

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated April 2003 (**Attached**)
- J.2** Wage Determination No. 94-2103 (**Revision No. 28 dated October 4, 2002**) (**Attached**)
- J.3** First Source Employment Agreement (**Attached**)

The following documents are attached and incorporated by reference into the RFP, and must be completed and returned with the Offerors' proposal:

- J.4** Certified Cost and Pricing Data Package (**CFSA Budget Package**)
- J.5** Tax Certification Affidavit
- J.6** LSDBE Certification Package
- J.7** E.E.O. Compliance Document

The following documents are incorporated by reference into the RFP and will become incorporated into any resultant contract.

- J.8** Title IV, Part B of the Social Security Act , 42 U.S.C. § 620 *et seq.*.
- J.9** LaShawn A. v. Williams Implementation Plan, approved on May 15, 2003.

*****END OF SECTION J*****

PART IV– REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY_1990):

K.1.1 Definitions. As used in this provision:

K.1.1.1 **Controlled substance:** means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 **Conviction:** means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.1.1.3 **Criminal drug statute:** means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 **Drug-free workplace:** means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 **Individual:** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.

K.1.2 By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:

K.1.2.1 Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

Abscondence Services

K.1.2.2 Establish an ongoing drug-free awareness program to inform such employees about the following:

- (i) The dangers of drug abuse in the workplace;
- (ii) The Contractor's policy of maintaining a drug-free workplace;
- (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

K.1.2.3 Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.1.2.1 of this provision;

K.1.2.4 Notify such employees in writing in the statement required by subparagraph K.1.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:

- (i) Abide by the terms of the statement; and
- (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;

K.1.2.5 Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and

K.1.2.6 Within 30 calendar days after receiving notice under subdivision K.1.2.4 (ii) of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

- (i) Take appropriate personnel action against such employee, up to and including termination; or
- (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

K.1.2.7 Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.1.2.1 through K.1.2.6 of this provision.

K.1.3 By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture,

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distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.

K.1.4 Failure of the Offeror to provide the certification required by paragraphs K.1.2 through K.1.3 of this provision, renders the Offeror unqualified and ineligible for award.

K.1.5 In addition to other remedies available to the Government, the certification in paragraphs K.1.2 through K.1.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

K.1.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Authorized Contractor Personnel (Print Name) Title

Signature of Authorized Contractor Personnel Date

K.2 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.5.

K.3 AUTHORIZED NEGOTIATORS

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.4 TYPE OF BUSINESS ORGANIZATION

K.4.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

_____ an individual
 _____ a joint venture, or
 _____ a corporation registered for business in _____
 (Country)

K.5 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Offeror is located outside the Washington Metropolitan Area and will perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Offeror recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Offeror agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Offeror also agrees to notify all perspective subcontractors, prior to execution of any contractual agreements, that the subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Offeror understands and will comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Offeror certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Offeror will use DOES as the first source for recruitment and referral of any new employees. The Offeror shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Offeror to hire or train persons it does not consider qualified based on standards the Offeror applies to all job applicants.

Name _____ Title _____

Signature _____ Date _____

K.6 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

The Office of Human Rights' regulations, Chapter 11, "Compliance with Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) is included as a part of this solicitation and requires the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts, which are exempt from the Mayor's Order.)

K.7 WALSH-HEALY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healed Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the
- (c) prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information **MUST** be furnished:

- (c) Regular Dealer

_____ The Offeror is a Regular Dealer.

_____ The Offeror is not a Regular Dealer.

- (d) Manufacturer

_____ The Offeror is a Manufacturer.

_____ The Offeror is not a Manufacturer.

K.8 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

K.9 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.10 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the Offeror is considered to be a certification by the signatory in accordance with D.C. Official Code § 2-3-3.16 that:

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a Contract, or
- (iii) the methods or factors used to calculate the prices in the Contract;

2) The prices in this Contract have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

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- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (b) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

******END OF SECTION K******

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Contract Awards and Selections

The District anticipates awarding Contract(s) resulting from this solicitation to the responsible Offerors whose offers conform to the Solicitation and are evaluated to be the best value to the District considering price, technical and other factors, specified elsewhere in this Solicitation. The number of contracts awarded will be based on the receipt of proposals evaluated and determined to be the most advantageous to the District utilizing the evaluation criteria set forth in Section M. Offerors shall propose for the entire requirement specified in Section B of the Solicitation. The resulting contracts will be Fixed Price Contract.

L.1.1.1 The District may award contracts for the entire scope of work as specified and set forth in Section B and Section C of the Solicitation. The contracts will be awarded based on the Offerors whose proposals are deemed to score the highest combined score for price, technical, past performance and other factors, specified in the Solicitation. The District will select Offerors based on best value evaluation of the proposals. The Offeror's proposals will be evaluated separately and independently by a technical and price evaluation team who will score the proposals in accordance with the evaluation criteria set forth in the Solicitation. Based on the evaluation, proposals will be ranked considering the highest combined score of technical, price, past performance and other factors specified in the Solicitation.

L.1.2 Initial Offers

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offerors best terms from a standpoint of price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and Seven (7) copies of the written proposals shall be submitted in two parts, titled "Management / Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. *(insert solicitation number, Services element(s) being responded to, Title and name of offeror)*".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offerors response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The

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technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

L.2.1 The Offerors proposal shall consist of four sections. All three sections must be submitted to be responsive to this RFP:

L.2.1.1 Cover Letter containing the following information:

L.2.1.2.1 Name of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting from the RFP.

L.2.1.2.2 Location of business office and service facilities.

L.2.1.2.3 Name and address of corporate officers or partners and/or a current organizational chart.

L.2.1.2.4 The remittance address for all contract payments if a contract is awarded.

L.2.1.2 Management Proposal/Technical Proposal: Offerors management/technical proposal should meet all requirements in Section C of this proposal. Offeror shall outline approach to meet requirements and specific performance objectives to include type(s) of services, timetables for service delivery when applicable, facility information, quality assurance methodologies as required and definite time-frames for performance. Technical/Management shall provide examples for required reports outlined in the RFP. The Offeror shall submit a management/technical proposal which outlines; (1) Organization; (2) Experience; and (3) Qualifications of the Offeror to this RFP.

L.2.1.2.1 Organization – Name, address, telephone number, Employee Identification Number (EIN), Taxpayer Identification Number (TIN) and DUNS Number of the Offeror. Indicate whether Offeror is a corporation, joint venture, partnership (including type of partnership), or individual; include Articles of Incorporation, partnership or joint venture agreement, if applicable; If a non-profit organization, proof of current registration with the District of Columbia Regulatory Agency; Copy of any current license, registration or certifications to transact business in the District of Columbia, the Offeror will certify its intent to obtain the necessary license, registration or certification prior to contract award. If the Offeror is a partnership or joint venture, the proposal must include the names of all general partners the numbers of joint ventures, and copies of any joint venture or teaming agreement.

L.2.1.2.2 Experience – Provide (a) information about previously performed contracts for related work, including dates, contract amount, specific description of services provided, using terms, phrasing, and abbreviations understandable at the layman's level; (b) Offeror's qualifications, experiences and management, staffing and training to demonstrate capacity to provide requirements of this request and past experience providing similar services; and (c) A copy of any specific license or certification required to perform the services in this contract in the facility proposed to be used, including, but not limited to, an appropriate certificate of occupancy from the local jurisdiction where services are to be provided.

L.2.1.2.3. Qualifications - (a) Proposals must include the names of management and key personnel who will be assigned to the work on this proposed project as well as the percentage of time and task assignment that each employee will devote to this project. The Offeror may not change the names of these personnel before or after contract ward without written permission from the Program Monitor. (b) Proposals must contain resumes for all management and key personnel for both prime-offers and volunteers. Clearly stated in the resume should be the full

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name, title, area of specialty, education, and experience of personnel in providing services required in this proposal. (c) The Offeror will document that each of these management and key personnel possess adequate training and/or experience to perform the duties to which he/she is assigned. Staff persons must meet all applicable requirements for certification and/or licensing, if required, and be adequately trained to perform required duties. (d) Complete job descriptions covering all positions within the proposal must be included in the proposal. Job descriptions will include all requirements of education, experience and/or certification criteria, a description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria. When hiring contract staff, written work experience and personal references are to be obtained and document.

L.2.1.4 The above stated Management/Technical requirements shall include program design/service provision to include management, staff and technical ability to accomplish the objectives of this proposal. The proposal shall provide information concerning offeror's capacity to reach CFSA clients and return them to CFSA. Proposal shall provide methods of identifying youths, to include innovative projects to enhance service delivery. Offeror shall outline short-term mentoring programs, goals and objectives of planned activities related to the program. Offeror shall include a discussion on its community-based experience.

L.2.1.5 The above stated Management/Technical requirements for personnel shall provide staffing for this project and provision of credentials of staff, including qualifications and experience, to include volunteers if used. An organizational chart for all functions to be funded under the awarded contract shall be included. The chart shall display organizational relationship and demonstrate responsibility and administrative oversight and program supervision over each activity. Offeror shall provide an outline of staff with extensive experience doing street level outreach with at risk teenagers. Proposal shall document training requirements and competence of staff to perform the duties assigned. Offeror shall present procedures established to assure staff confidentiality of client information and clearance through child Protective Register and the Police Department.

L.2.1.6 Offeror shall provide approach and plan for interaction and communication between offeror, Community, CFSA Coordination and the Metropolitan Police Department (MPD).

L.2.1.7 Offeror proposal shall outline data collection and reporting methods for reporting recovered youths.

L.2.1.8 Offeror shall provide ability to interact with community-based services and families to meet contract objectives.

L.2.1.3 Past Performance/Experience - The Offeror must provide a reference of government agencies for which it has previously provided abscondence services. The reference information shall include the name, title, phone number, fax number, and e-mail address of the Program Manager of the government agency. In addition, the Offeror shall provide the period of performance, and a description of the services provided. CFSA shall have the right to contact the references along with any other reference that it may find regarding the Offeror.

L.2.1.4 Price Proposal:

L.2.1.5.1 The Offeror's price proposal shall reflect entire contract costs. Provide a complete budget to include direct and indirect costs.

Base Period:	March 1, 2004 through September 30, 2004
Option Period 1:	October 1, 2004 through September 30, 2005
Option Period 2:	October 1, 2005 through September 30, 2006
Option Period 3:	October 1, 2006 through September 30, 2007
Option Period 4:	October 1, 2007 through September 30, 2008

For pricing purposes, the Base Period shall be March 1, 2004 through September 30, 2004. The performance for the Base Period will commence upon contract award.

This section must include complete cost and price information for specified services. The Offeror will attach to its cost and price proposal a certification that, to the best of its knowledge, ensures all price and cost data is accurate, complete and current as of the date of the proposal. Offers for services other than those specified will not be considered. Offeror will submit a price estimated for the base year period and a cost for each option period for items specified in their proposal.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 Proposal Submission

Proposals must be submitted no later than **4:00 PM**, local time on **January 16, 2004**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- a. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;
- b. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- c. The bid is the only bid received.

L.3.2 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be

deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the

postmark, the proposal shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.3.3 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.3.4 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 HAND DELIVERY OR MAILING OF PROPOSALS

The Offeror may hand deliver the proposal in response to this RFP to:

Child and Family Services Agency
Office of Contracting and Procurement
955 L'Enfant Plaza, SW, Suite 5200
Washington, D. C. 20024
Attention: Mr. Roscoe Wade, Contracts Manager
(202) 724-7580 (direct line)
(202) 724-5300 (main number)

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The prospective Offeror shall submit questions no later than **December 29, 2003** for this solicitation. The District will not consider any questions received after **December 29, 2003**. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.6 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, Agency Chief Contracting Officer, Child and Family Services Agency, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Child and Family Services Agency of the reason for not submitting a proposal in response to this SOLICITATION. If a recipient does not submit an offer and does not notify the Agency Chief Contracting Officer, Child and Family Services Agency that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.7 PROPOSAL PROTESTS

Any actual or prospective Offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into

this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.8 SIGNING OF OFFERS

The Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.9 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are **not** desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.10 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the Offerors.

L.11 PROPOSAL COSTS

The District is not liable for any costs incurred by the Offerors' in submitting proposals in response to this solicitation.

L.12 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.13 ACCEPTANCE PERIOD

The offeror agrees that its offer remains valid for a period of 180 days from the solicitation's closing date.

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

- L.15.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;
- L.15.2** District of Columbia registration or certification, , if required by law to obtain such license. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.15.3** If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.
- L.15.4** The District reserves the right to request additional information regarding the Offeror's organizational status.

L.16 STANDARDS OF RESPONSIBILITY

The prospective Contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective Contractor must submit the documentation listed below, within five (5) days of the request by the District.

- L.16.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.16.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

- L.16.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.16.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.16.5** Furnish evidence of a satisfactory performance record, and satisfactory record of integrity and business ethics.
- L.16.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** If the prospective Contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.17 FAMILIARIZATION WITH CONDITIONS

Contractors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.18 OFFERS SUBMISSION OF CERTIFICATION

Any vendor seeking to submit a bid or proposal as a small business enterprise (SBE) in response to this solicitation must submit one of the following at the time of, as part of its bid or proposal:

- a. A copy of the SBE letter of certification from the Local Business Opportunity Commission (LBOC); or
- b. A copy of the sworn notarized Self-Certification Form prescribed by the LBOC along with an acknowledgement letter issued by the Director of the LBOC.
- c. Bids or proposals from vendors that are not certified as small business enterprises through one of the means described in subparagraphs (a) or (b) of this clause will not be considered. Bidders or Offerors must submit the required evidence of certification or self-certification at the time of submission of bids or proposals.

Attachment J.6 contains the Self-Certification Package.

In order to be eligible to submit a bid or proposal, or to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development

ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

L 18.1 Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, and other District laws, including debarment.

L.18.2 SBE Joint Ventures

A joint venture between a small business enterprise (as defined under Section 2(6) of the Act and implementing regulations) and another entity shall be eligible to submit a bid or proposal in response to this SBE set-aside solicitation if the joint venture is certified by the LBOC under the provisions of 27 DCMR 817, 39 DCR 9072-9075 (December 4, 1992) or is self-certified under 27 DCMR 818, 39 DCR 9075-9076 (December 4, 1992).

The LBOC shall certify a joint venture when a SBE affiliates itself with another entity to form a joint venture for a SBE set-aside solicitation if:

- (a) The non-SBE partner demonstrates to the LBOC that its size does not exceed the size limitations set forth in the Act; or
- (b) The LBOC determines that the certification of the joint venture with an entity exceeding the size limitation of the Act would not be detrimental to the SBE set-aside program.

******END OF SECTION L******

PART IV – REPRESENTATIONS AND INSTRUCTIONS

SECTION M

EVALUATION FACTORS

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.1.1 Contract Awards and Selections

The District anticipates awarding one contract resulting from this solicitation to the responsible Offeror whose offer conforms to the Solicitation and is evaluated to be the best value to the District considering price, technical and other factors, specified elsewhere in this Solicitation. The contract awarded will be based on the receipt of proposals evaluated and determined to be the most advantageous to the District utilizing the evaluation criteria set forth in Section M. Offerors must propose for entire services specified in Section C of the Solicitation. The District anticipates awarding a contract which meets the requirements required in the proposal. The resulting contract will be a fixed priced contract.

- M.1.2** The District may award contract for entire services as set forth in Section B of the Solicitation. The contract will be awarded based on the Offerors whose proposal is deemed to score the highest combined score for management/technical, past performance and price proposals specified in the Solicitation. The District will select Offerors based on best value evaluation of the proposals. Offeror's shall propose for the entire proposal as set forth in Section B- Price Schedule and Section C- Statement of Work. The Offeror's proposals will be evaluated separately and independently by a management/technical and price evaluation team who will score the proposals in accordance with the evaluation criteria set forth in the Solicitation. Based on the evaluation, proposals will be ranked considering the highest combined score of management/ technical, price, past performance factors specified in the Solicitation. The Offeror with the highest ranking score will be presumed to be awarded a contract.

M.2 MANAGEMENT/TECHNCIAL RATING

The Management/Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
0	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
1	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
2	Acceptable	Meets requirements; only minor deficiencies which are correctable.
3	Good	Meets requirements; no deficiencies.
4	Excellent	Exceeds most, if not all requirements; no deficiencies.

Abscondence Services

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.5 (3/4 of 6). The sub factor scores will be added together to determine the score for the factor level.

M. 3 EVALUATION CRITERIA

Selection of Offeror for contract award will be based on an evaluation of proposals against the following factors:

M.3.1 MANAGEMENT/TECHNICAL CRITERIA (50 Points)

Sub-Factor 1: Program Design/Service Provision – Management, staff and technical ability to accomplish the objectives of this proposal. Information concerning their capacity to reach CFSA clients and return to CFSA. Methods of identifying and locating youths. To include innovative projects to enhance service delivery. Outline of short-term mentoring programs and goals and objectives of planned activities related to the programs. Discussions of community-based experience.

Sub-Factor 2 : Personnel – Staffing to be provided for this project and provision of credentials of staff, including qualifications and experience, to include volunteers if used. Organizational chart for all functions to be funded under the awarded contract. Chart shall display organizational relationship and demonstrate responsibility and administrative oversight and program supervision over each activity. Outline of Staff with extensive experience doing street level outreach with at risk teenagers. Documented training requirements and competence of staff to perform the duties assigned. Procedures established to assure staff confidentiality of client information and clearance through child Protective Register and the Police Department.

Sub-Factor 3 : Community, CFSA Coordination and MPD abscondance linkage - Approach and plans for interaction and communication.

Sub-Factor 4: Data Collection and Reporting – Development and Plans for reporting status and recovered youth.

Sub-Factor 5: Community-Based Services – Ability to interact with community-based services and families to meet contract objectives.

M.3.2 PAST PERFORMANCE CRITERIA (20 Points)

Past Performance Rating – The Offeror must provide references for previously provide abscondence services. The reference information shall include the name, title, phone number, fax number, and e-mail address of the Program Manager of the government agency. In addition, the Offeror shall provide the period of performance, the number of children recovered and returned to system not to include repeat runaways. CFSA shall have the right to contact the references along with any other reference that it may find regarding the Offeror.

M.3.3 PRICE CRITERIA

(30 Points)

The price evaluation will be objective. The Offeror with the lowest unit price for said services will receive the maximum price points. The following formula will be used to determine each Offeror's evaluated price score.

$$\frac{\text{Sum of the unit prices for the base period and all Option years of the lowest priced offeror}}{\text{Sum of the unit prices for the base period and all Option years of the offeror being evaluated}} \times 25 = \text{Evaluated Price Score}$$

In addition, CFSA will determine responsibility after it completes the evaluation of the proposals but before it awards the contracts.

M.3.4 PREFERENCE

(12 Points)

A. CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

1. Preference for Local, Disadvantaged Businesses, Resident Business Ownerships or Business Operating in an Enterprise Zone

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small or Disadvantaged Business Enterprise Amendment Act of 2000" (the Act), the District shall apply preferences in evaluating bids or proposals from business that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2(a) (8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992)

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in the bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to a Request for Proposals (RFP)

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100 point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in the bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

b. Preference for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set-Aside

The preferences for subcontracting in open market solicitations where there is no LBD, DBE or RBO subcontracting set-aside are as follows:

1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE, or certified RBO joint venture, or if the prime contractor is joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least 51% of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4 = \text{Points Awarded During Evaluation of LSDBE Subcontracting}$$

* Note: Equivalent of four (4) points on a 100-point scale

The maximum total preference under the Act for this procurement is twelve (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price

reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor will receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for the different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction of additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

c. Preference for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with a LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE or RBO preferences only if it is a certified BLE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE or RBO, subcontracting above the subcontracting levels required by the solicitation.

However, the prime contractor shall be entitled to the full preference for businesses located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP.

d. Preferences for certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When a LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preferences as if it were a certified LBE, DBE or RBO.

3. Preferences for Joint Ventures Including Businesses Located Enterprise Zone

When a joint venture includes a business located in an enterprise zone and such business located in an enterprise zone owns and controls at least fifty-one (51%) of the venture, the joint venture will receive the preference as if it were a business located in an enterprise zone.

4. Vendor Submission for Preferences

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought;

a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self certification as LBE, DBE or RBO, to include either:

- 1) A copy of all relevant letters of certification from the LBOC or;
- 2) A copy of any sworn notarized Self-Certification Forms prescribed by LBOC, along with any acknowledgement letter issued by the Director of The LBOC. Businesses with principal offices located outside of the District must be first certified as LBEs before qualifying for self-Certification.

b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for a bidder or offeror to receive allowable preferences under this solicitation, the bidder or offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its bid or proposal.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W. Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprise Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

5. Penalties for Misrepresentation

Any material misrepresentation on sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

6. Local, Small and Disadvantaged Business Enterprise Subcontracting

a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent of the contracting effort excluding the cost of materials, goods,, and supplies with its own organization and resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort excluding the cost of materials, goods and supplies shall be with certified local, small, and disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the contracting officer, with the prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992)

b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

A. CLAUSES APPLICABLE TO OPEN MARKET SOLICITATIONS IN WHICH THERE WILL BE LBE, DBE OR RBO SUBCONTRACTING OR SUBCONTRACTING WITH A BUSINESS LOCATED IN AN ENTERPRISE ZONE

1. Subcontracting Plan

A notarized statement detailing a subcontracting plan shall be submitted, as part of the bid or proposal, by any prime Contractor seeking a preference on the basis of proposed subcontracting with a local business enterprise (LBE), disadvantaged business enterprise (DBE), resident business ownership (RBO) or business located in an enterprise zone; and by any prime contractor responding to a solicitation in which there is a LBE, DBE or RBO subcontracting set-aside. Each subcontracting plan shall include the following:

- (a) A description of the goods and services to be provided by the LBE, DBE or RBO or business located in an enterprise zone;
- (b) If the prime contractor is seeking a preference on the basis of proposed subcontracting with a LBE, DBE, RBO or a business located in an enterprise zone, a statement of the dollar amount, by type of business enterprise, or the bid or proposal that is designated by the prime contractor for a LBE, DBE RBO or business located in an enterprise zone;
- (c) If the solicitation contains a LBE, DBE or RBO subcontracting set-aside, a statement of the dollar value, by type of business enterprise, of the bid or proposal that pertains to the subcontracts to be performed by the LBEs, DBEs, RBOs or business located in an enterprise zone;
- (d) The names and addresses of all proposed subcontractors who are LBEs, DBEs, RBOs or businesses located in an enterprise zone;
- (e) The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- (f) A description of the efforts the prime contractor will make to ensure that LBEs, DBEs RBOs, or businesses located in an enterprise zone will have an equitable opportunity to compete for subcontracts;
- (g) In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- (h) Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan.

Abscondence Services

- (i) List the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- (j) A description of the prime Contractor's recent effort to locate LBEs, DBEs RBOs and businesses located in an enterprise zone and to award subcontracts to them.

2. Liquidated Damages

- (a) If during the performance of this contract, the contractor fails to comply with Subcontracting plan submitted in accordance with the requirements of this contract and 27 DCMR 804.9, 39DCR 5578 (July 24, 1992), and as approved by the contracting officer, the contractor shall pay to the District liquidated damages in the sum of twenty-five dollars (\$25.00) for each calendar day the contractor fails to comply with the subcontracting plan, unless the contracting officer determines that the contractor made good faith efforts to comply with the subcontracting plan in accordance with subparagraph (b) below.
- (b) Prior to assessing any liquidated damages under this provision, the contracting officer shall issue a written notice informing the contractor that it is not in compliance with the subcontracting plan and set forth the areas of non-compliance. The written notice from the contracting officer shall provide the contractor with ten (10) days from the date of receipt of the written notice to correct any areas of non-compliance or to demonstrate that the contractor has used good faith efforts to comply with the subcontracting plan. If the contractor fails to correct any areas of non-compliance or demonstrate good faith efforts within the ten-day period, the contracting officer shall assess liquidated damages beginning on the first day after the end of the ten-day period.
- (c) If failure to comply with the subcontracting plan is such that the contracting officer determines it to be a material breach of the contract and terminates the contract under the Default Clause of the Standard Contract Provisions, the contractor shall be liable for aforementioned liquidated damages accruing until the time the District may reasonably obtain similar goods or services.

M.3.5 TOTAL POINTS

(112 Points)

******END OF SECTION M******